



Sample Grant Agreement

NOTE: *This is a sample agreement. Each agreement governing the use of Awards may vary, depending on the nature of the project, the organization receiving the Award, and the Competition Sponsor.*

This Grant Agreement (“Agreement”) is entered into as of {{Grant Agreement Date}} by and between The McElhattan Foundation (“Grantor”) and {{Awardee}} (“Grantee”).

1. Acceptance of Grant

The grant is awarded solely for the purpose(s) outlined below and in the Proposal, which is hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

Payment is conditioned on the Grantee’s acceptance of the terms of this Agreement.

Acceptance is indicated by the authorized signature in Section 12.

Grant Summary:

- Awardee: {{Awardee}}
- Fiscal Sponsor: {{Fiscal Sponsor}}
- Award Amount: {{Award Amount}}
- Award Date: {{Award Date}}
- Grant Duration: {{Grant Duration}}
- Program Area: {{Program Area}}
- Use of Funds: {{Use of Funds}}
- Proposal Title: {{Proposal Title}}
- Start Date: {{Start Date}}
- End Date: {{End Date}}
- Overview: {{Overview}}
- Goal 1: {{Goal 1}}
- Goal 2: {{Goal 2}}

- Goal 3: {{Goal 3}}
- Program Outcomes: {{Program Outcomes}}
- Grant Report Type: {{Grant Report Type}}
- Reporting Schedule: {{Report Due Date}}
- Payment Schedule: {{Payment Schedule Date}}
- Payment Amount: {{Payment Amount}}
- Grant Agreement Due Date: Within 5 days of receiving the grant agreement.
- Payment Information Due Date: Within 5 days of signing the grant agreement.
- Grant Acknowledgement Due Date: Within 5 days of receiving payment.

2. Grant Term and Reporting

2.1 Grant Term

Start Date: {{StartDate}}

End Date: {{EndDate}}

2.2 Report Requirements

Grant reports are due according to the schedule outlined in this Agreement unless otherwise approved in writing by the Foundation. For multi-year grants, each scheduled report must be submitted and deemed satisfactory before subsequent payments are released. Submission of the final report constitutes completion of the grant and is required to remain eligible for future funding.

Grant Report Type: {{Grant Report Type}}

Reporting Schedule: {{Report Due Date}}

Payment Schedule: {{Payment Schedule Date}}

Payment Amount: {{Payment Amount}}

If the Grantee expects any delay in submitting the final report, please contact Katherine Chamberlain, Chief Administrative Officer.

3. Payment Process

The Grant Agreement must be reviewed and electronically signed in the grant portal before payment is issued. Once signed, the Grantee will be prompted to provide payment information through the grant portal.

3.1 Payment Information

After the Grant Agreement is signed, the Foundation will notify the Grantee when payment information is required to initiate disbursement. The Grantee must then submit payment information through the grant portal when prompted.

3.2 Reentering Payment Information for Each Disbursement

For security purposes, the Foundation does not store or retain any payment information. As a result, the Grantee must resubmit payment information for each disbursement, including multi-year grants, after the corresponding grant report has been submitted, reviewed, accepted, and is ready for payment.

4. Grant Acknowledgement

Within 5 days of receiving payment, upload an acknowledgment letter on organizational letterhead including:

- Date of the acknowledgment letter
- Organization name of the grantee
- Payment amount received
- Date payment was received
- This is required for audit and regulatory compliance.

5. Use of Funds

5.1 Affirmations & Permitted Use

By accepting this grant, Grantee represents and warrants that:

- Grantee is recognized by the IRS as a tax-exempt organization described in IRC §501(c)(3) and as a public charity described in IRC §509(a)(1) or §509(a)(2) and not a private foundation. Grantee shall provide a copy of their most recent IRS determination letter upon request.
- Grantee will notify Grantor if its tax-exempt status changes.
- Funds will be used for the purposes in the accepted proposal and approved budget.
- No funds may be used for restricted activities and expenditures as defined in Section 5.2 of this Agreement
- Grantee will notify Grantor promptly if changes affect the intended use of funds.

5.2 Restrictions

5.2.1 Activities Inconsistent with the Approved Grant Purpose

- Using funds for purposes outside the approved scope.
- Regranting funds to organizations or individuals without the Grantors prior written approval.
- Making changes to timing, activities, or deliverables without prior written approval.

5.2.2 Activities Prohibited by Law or Regulation

- Influencing legislation per IRC §4945(d)(1).
- Supporting political campaigns or voter registration.
- Violating any federal, state, local, or foreign laws.

5.2.3 Activities Outside Charitable Purposes

- No grant funds may be used in a manner that results in self-dealing under IRC §4941, private inurement, or more than incidental private benefit. Grantor will not receive goods,

services, or other benefits from Grantee other than incidental recognition consistent with charitable purposes.

- Uses inconsistent with IRC §170(c)(2)(B).

5.2.4 Ethical and Compliance Restrictions

- Grantee agrees that no funds will be used to offer, provide, or attempt to provide anything of value to improperly influence decisions, including any form of improper inducement or bribery
- Grantee represents, warrants, and covenants that neither it nor any of its directors, officers, employees, agents, or affiliates is, or is owned or controlled by, or acting on behalf of, any individual or entity that is (a) the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), including but not limited to the Specially Designated Nationals and Blocked Persons List (SDN List), or any other list maintained by the U.S. government as a primary sanctions standard, or (b) located, organized, or resident in a country or territory that is the subject of comprehensive U.S. sanctions.
- Grantee further agrees that no grant funds will be used, directly or indirectly, to benefit or facilitate any transaction or activity with any person or entity identified on any U.S. sanctions list or in violation of any U.S. sanctions, embargoes, or export control laws and regulations. Grantee shall promptly notify Grantor in writing if it becomes aware of any breach of this provision or any change in its status with respect to U.S. sanctions laws.

6. Reversion of Funds

Funds must be returned if:

- Grantee loses tax-exempt status.
- There is a material breach of this Agreement by Grantee, provided that for any breach other than misuse of funds or illegal activities, Grantor will provide reasonable notice and an opportunity to cure.
- The project becomes unfeasible or is discontinued.

7. Maintaining Records for Review

7.1 Grantee Responsibility for Records and Expenditures

Grantee must maintain financial records consistent with generally accepted accounting practices for at least seven (7) years

7.2 Review of Grant Activity

Grantor may conduct reviews through reports, meetings, site visits, or other reasonable means.

7.3 Audit Rights

Grantor may request reasonable access to records for compliance verification.

8. Communications

8.1 Communication of Challenges

Grantee is encouraged to communicate promptly about challenges or changes impacting grant performance. The Foundation values transparency, trust, and continuous learning. The Grantor team is committed to supporting the Grantee throughout the project.

8.2 Public Communications & Recognition

8.2.1 Grantor Recognition

Any public announcement or recognition, whether through press releases, print or digital publications, social media, or use of the Foundation's name or logo, requires prior approval from the Foundation.

8.2.2 Grantee Recognition

Grantor may reference the award and project details in its own public materials.

9. Intellectual Property & Deliverables

9.1 IP Ownership

Except as otherwise expressly provided in this Agreement, the Grantee shall retain all right, title, and interest in and to any intellectual property, materials, or deliverables developed, created, or produced with grant funds under this Agreement ("Grant-Funded Materials"). Notwithstanding the foregoing, the Grantee hereby grants to the Foundation a nonexclusive, royalty-free, perpetual, and irrevocable license to use, reproduce, display, distribute, and otherwise utilize the Grant-Funded Materials for the Foundation's charitable, reporting, and archival purposes, in any medium now known or hereafter developed. This license shall not limit the Grantee's own use or disposition of the Grant-Funded Materials.

9.2 Access to Grant-Funded Materials

Grant-funded materials will be made available to Grantor upon request.

9.3 Data Sharing and Privacy

Data sharing must comply with all applicable privacy, ethical, and security obligations.

10. Limit of Commitment

The Grantor's support is limited to the terms of this Agreement, and the Grantor is not obligated to provide any additional or future funding beyond the terms set forth herein. The relationship of the parties is that of independent, nonexclusive contracting parties. Nothing in this Agreement creates any partnership, joint venture, fiduciary, employment, or agency relationship between the parties. Neither party has authority to bind or obligate the other in any manner. There are no third-party beneficiaries of this Agreement, and no person other than the parties may enforce any provision of this Agreement.

11. Amendments

This Agreement, including, the Grantee's approved proposal and budget referenced herein, and any addenda expressly incorporated by reference constitutes the entire agreement between the parties with respect to the grant described in this Agreement and supersedes all prior or contemporaneous understandings, agreements, negotiations, and communications, whether oral or written, relating to its subject matter. Any amendment must be approved by the Grantor in writing.

12. Signatures

Grantor

Name:

Title:

Signature:

Date:

Grantee

Name:

Title:

Signature:

Date: